

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”) is effective as of [_____]¹, 2023 (the “**Effective Date**”), by and between NORTHWESTERN UNIVERSITY, an Illinois corporation (“**Northwestern**”), and THE CITY OF EVANSTON, a municipal corporation (the “**City**”). Northwestern and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”. As used herein, the term “Northwestern” shall include its contractors, operators and/or affiliates, as applicable.

RECITALS

WHEREAS, Northwestern and the City have a long history of working together to enhance and support the Evanston community through various collaborative efforts.

WHEREAS, in furtherance of the Parties’ continued cooperation with respect to the entire Evanston community as a whole, the Parties desire to set forth (i) certain operational and logistical considerations with respect to Ryan Field following its redevelopment (the “**Ryan Field**”) for events ticketed for a minimum of ten thousand (10,000) individuals and (ii) certain public benefits which rely on and are tied to such redevelopment and operations. Such public benefits are intended to foster a broader relationship and strengthen a deeper connection between Northwestern and the entire Evanston community, rebuild a new Ryan Field which will further vitalize the community, and help provide more opportunities for additional future collaboration and partnership between the Northwestern and the Evanston community as a whole.

WHEREAS, Northwestern is relying on the passage of the Approval Ordinances (as defined below) and its original rights therein in order to expend a very substantial amount of time, money and effort to irreversibly demolish its existing stadium and then build the new stadium.

WHEREAS, the successful operation of Ryan Field will in certain respects require separate considerations and requirements to apply during football games (“**Football Games**”), amplified musical performances inside the stadium intended as publicly facing capacity concerts (“**Concerts**”), and all other times.

NOW, THEREFORE, in consideration of: the mutual covenants set forth herein, the passage of the Approval Ordinances (as defined below), Northwestern’s original rights therein, a newly rebuilt Ryan Field, the legal and regulatory environment as of the Effective Date, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed; the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The foregoing recitals are acknowledged to be accurate and are incorporated herein by reference.
2. City Services.
 - a. City Personnel. Northwestern shall provide a calendar of known scheduled events by the first business day of each new year to the City where practicable. The City shall provide

¹ Note to Draft: The Effective Date will be on or after the passage of the Approval Ordinances that are mutually agreeable to the City and Northwestern

personnel, where practicable, in such quantities, at such locations, and during such hours as Northwestern may designate, upon oral or written notice delivered at least three (3) days prior to the date on which such personnel are requested to perform services (the “**Event Date(s)**”); provided, however, that the City, may, but shall not be obligated to provide any personnel unless Northwestern delivers written notice at least one (1) month prior to any Event Date and such notice describes: (i) the Event Date, (ii) an estimated number of personnel that the Northwestern might designate on the Event Date, and (iii) an estimated number of hours personnel may be requested to work. If the City is unable to provide the required minimum staffing, Northwestern will hire private security or private traffic management as approved by the City to ensure minimum staffing levels are maintained. Approval of the additional security will not be unreasonably withheld by the City.

- b. Reimbursement. Northwestern shall reimburse the City for the City’s out-of-pocket costs including, but not limited to, all special detail rates to Evanston Police Officers, Fire Department personnel and parking enforcement officers on Event Dates incurred in connection with providing personnel pursuant to Section 2.a. above necessary for the operation of Ryan Field according to the reimbursement schedule attached as Schedule 1 hereto, which may be modified from time to time by agreement between the Parties.

3. Tailgating Activities. Northwestern will not permit or facilitate tailgating activities on Event Dates for Concerts.

4. Security Plan. As a precondition of approval of events at Ryan Field, Northwestern shall deliver a security plan to the City no less than six (6) months prior to the first Event Date following the date on which a certificate of occupancy is issued for Ryan Field (the “**Security Plan**”) for review and approval by the City Manager or their designee, which Northwestern shall update and deliver to the City Manager annually thereafter. Approval of the Security Plan will not be unreasonably withheld. The failure of Northwestern to follow the approved Security Plan may be subject to the penalties and remedies of Section 15(a). The Parties agree that the Security Plan is exempt from FOIA under 5 ILCS 140/7(1)(v). The Security Plan shall describe Northwestern’s intentions with respect to providing, supervising or otherwise coordinating Northwestern’s security services in connection with the operation of Ryan Field with City services and City personnel, such as, by way of example only, the following:

- a. police and/or security staffing levels;
- b. use of magnetometers;
- c. bomb sweeps; and
- d. coordination with City Police, State of Illinois Police, and the Federal Bureau of Investigation.

5. Sustainability Plan. Northwestern shall deliver sustainability plan to the City no less than six (6) months prior to the first Event Date following the date on which a certificate of occupancy is issued for Ryan Field (the “**Sustainability Plan**”) for review and approval by the City Manager or their designee, which Northwestern shall update and deliver to the City annually thereafter. Approval of the Sustainability Plan will not be unreasonably withheld. The failure of Northwestern follow the approved Security Plan may be subject to the penalties and remedies of Section 15(a). The Sustainability Plan shall describe Northwestern’s intentions with respect to activities related to environmental sustainability in connection with the operation of Ryan Field, such as, by way of example only, the following topics:

- a. trash clean-up;
- b. recycling;
- c. composting;
- d. water management; and
- e. greenspace.

6. Traffic Management Plan. Northwestern shall deliver a traffic management plan in substantially the form of Schedule 2 attached hereto to the City no less than six (6) months prior to the first Event Date following the date on which a certificate of occupancy is issued for Ryan Field (the “**Traffic Management Plan**”) for review and approval by the City Manager or their designee, which Northwestern shall update and deliver to the City annually thereafter. Approval of the Traffic Management Plan will not be unreasonably withheld. The failure of Northwestern to follow the approved Traffic Management Plan may be subject to the penalties and remedies of Section 15(a). The Parties agree that the Traffic Management Plan is exempt from FOIA under 5 ILCS 140/7(1)(v). The Traffic Management Plan shall describe Northwestern’s intentions with respect to activities related to regulating, managing, controlling, or otherwise affecting traffic flows on Event Dates in connection with the operation of Ryan Field, such as, by way of example only, the following activities:

- a. providing or facilitating non-vehicular modes of transportation, including pedestrians and bicycles;
- b. providing or facilitating shuttles;
- c. facilitating off-site vehicular parking;
- d. enabling efficient access to or for transportation network providers and ride share;
- e. restricting street access;
- f. coordinating with the Chicago Transit Authority and Metra to enhance ridership; and
- g. supervising, limiting or otherwise regulating permit parking.

7. Concert Operations Plan. Northwestern shall deliver a concert operations plan to the City no less than six (6) months prior to the first Concert Event Date following the date on which a certificate of occupancy is issued for Ryan Field (the “**Concert Operations Plan**”) for review and approval by the City Manager or their designee, which Northwestern shall update and deliver to the City annually thereafter. Approval of the Concert Operations Plan will not be unreasonably withheld. The failure of Northwestern to follow the approved Security Plan may be subject to the penalties and remedies of Section 15(a). The Concert Operations Plan shall describe Northwestern’s intentions with respect to activities in connection with the operation of Concerts at Ryan Field, such as, by way of example only, the following topics:

- a. management of noise levels consistent with the Approval Ordinances and the approved Concert Operations Plan;
- b. sound check protocols;
- c. traffic and parking management;
- d. coordination with City personnel prior to and during Concerts;
- e. staging and underground or off-site storage for trucks and buses;
- f. fines for noncompliance;
- g. coordination with other largescale events occurring in Evanston; and
- h. set up and take down of Concert equipment.

From Labor Day to Memorial Day, Northwestern agrees that evening concerts on Sunday through

Thursday (assuming the next day is not a holiday) will not be permitted without prior approval from the City.

8. Advance Notice of Events. In conjunction with the calendar of Events provided to the City as specified in paragraph 2(a) above, Northwestern shall use its best efforts to provide as much advance notice as reasonably possible, but in no event less than one month in advance of such events, to the City and Evanston community of any events that have the potential to reach capacity at Ryan Field or the associated plazas.

9. Public Benefits. Northwestern is committed, both through its own efforts and through the efforts of its contractors and vendors, to (i) furthering opportunities for a broad and diverse membership of the Evanston community to participate in and benefit from the design, construction, maintenance and operation of a newly rebuilt Ryan Field, (ii) fostering a broader relationship and strengthening a deeper connection between Northwestern and the entire Evanston community, (iii) rebuilding a new Ryan Field, and (iv) helping provide more opportunities for additional future collaboration and partnership between the Northwestern and the Evanston community as a whole. All public benefits are outlined in Ordinance 108-O-23 provided; however, those public benefits are reliant on a newly rebuilt Ryan Field and the ability of Northwestern to host Concerts at Ryan Field as provided for in the Approval Ordinances without unreasonable restraints imposed by the City beyond those contained in the Approval Ordinances, provided that the amusement and liquor tax rates in effect as of the Effective Date shall not be deemed unreasonable restraints. In the event that Northwestern demonstrates that such unreasonable restraints being imposed by the City adversely effect Concerts beyond general market risk factors, then such public benefits will be reduced and/or eliminated accordingly at Northwestern's discretion. Any disputes between the Parties related to such restraints and their impact on Concerts that remain unresolved after good faith negotiations between the Parties shall then be subject to mediation.

In light of the broader relationship between Northwestern and the entire Evanston community, and in the spirit of a renewed greater partnership between Northwestern and the City going forward, the Parties agree that they are committed to collaborating in good faith and reasonably working with one another with respect to all Northwestern/City matters beyond the new Ryan Field for years to come.

10. Community Advisory Council. Northwestern shall meet at least twice annually with the Community Advisory Council (as hereinafter defined), unless such meetings are reduced and/or such Community Advisory Council is terminated in writing by the City. The purpose of the Community Advisory Council shall be to review the effectiveness of each of the Plans (and their respective updates) as required in Paragraphs 4, 5, 6 and 7; to receive updates on Northwestern's M/WBE hiring during construction; and to gather and address information regarding the operation of facilities in the U2 District, including Ryan Field, from neighborhood residents to Northwestern and the City, and vice versa. The Community Advisory Council will make recommendations for further updates to the Plans or for additional actions by the City with respect thereto. As used herein, the "**Community Advisory Council**" means a council composed of three (3) members appointed by Northwestern and three (3) members appointed the City. Such members shall be appointed in accordance with such rules as Northwestern and the City may from time to time agree.

11. Alcohol Sales. Northwestern will (i) obtain all permits, licenses and approvals required for the sale of alcohol at Ryan Field and its Events prior to opening of the new stadium, and (ii) maintain all such permits, licenses and approvals for so long as Northwestern causes vendors to make alcohol available at Ryan Field and its Events. In connection therewith, Northwestern shall require any

vendors selling alcohol at Ryan Field to be properly licensed and BASSET trained under the requirements of the Illinois Liquor Control Act, 235 ILCS 5/1-1 et seq., as amended (“Act”), and Title 3, Chapter 4 of the Evanston City Code, as amended (the “Code”). In addition, Northwestern will require servers to strictly follow all other applicable provisions of the Act, the City’s Code, and liquor service and food handling industry-standard practices commonly used in Cook County, Illinois, including, without limitation:

- a. reviewing customers’ identification for compliance with applicable age limits;
- b. limiting the number of alcoholic drinks that any individual may purchase; and
- c. stopping general admission alcohol service in accordance with best practices for Football Games and Concerts.

Northwestern is relying on the approval of reasonable liquor license for events at Ryan Field in order to expend a very substantial amount of time, money and effort to irreversibly demolish its existing stadium and then build the new stadium, and as a condition to provide the public benefits referenced in Section 9; provided, however, that if such liquor license is revoked due to liquor license breach or misconduct by Northwestern such public benefits will not be reduced; provided, further, that the increased Liquor Tax for Certain Amusement and Athletic Events approved by Ordinance 109-O-23 shall not be deemed an unreasonable liquor license requirement.

12. Term. The term of this Memorandum shall be perpetual for so long as Northwestern is hosting Football Games and Concerts at Ryan Field pursuant to that certain Ordinance 108-O-23 Granting the Ryan Field Planned Development and that certain Ordinance 107-O-23 Amending the Zoning Ordinance Regulations for the U2 University Athletic Facilities District (in forms mutually agreeable to the City and Northwestern, collectively, the “**Approval Ordinances**”), Northwestern retains its original rights therein, a new Ryan Field is rebuilt, and a legal and regulatory environment that is substantially similar as existed as of the Effective Date. For the avoidance of doubt, to the extent any term, condition or provision is explicitly time limited herein, this Section 12 shall not override such explicit time limitation.

13. Notices. Any and all notices, elections or demands permitted or required to be made under this Memorandum shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, by receipted commercial courier service, or sent by registered or certified United States mail, postage prepaid, return receipt requested to the other party at the address set forth below, or at such other address as may have heretofore been designated in writing. The date of personal delivery or three (3) days after postmark of date of mailing, as the case may be, shall be the date such notice, election or demand is deemed delivered.

If to the City: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attn: City Manager;
Corporation Counsel;
_____ ; and

If to Northwestern: Northwestern University
633 Clark Street
Evanston, Illinois 60208

Attn: Vice President and Chief Operating Officer;
Vice President and Chief Financial Officer; and
Senior Executive Director of Neighborhood and Community Relations

with copy to: Northwestern University
Office of General Counsel
633 Clark Street
Evanston, Illinois 60208
Attn: General Counsel

14. Not an Easement or Public Dedication; Authorizations. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, except as otherwise expressly provided for in this Memorandum, nothing herein shall be deemed to: be an easement, lease or license to any individual, entity, municipality or the general public; confer any rights, title, interests or benefits upon or in favor of any individual, entity, municipality or the general public; be a gift or dedication of any portion of Ryan Field or its surrounding areas to any individual, entity, municipality or the general public; or a specific right to any individual, entity, municipality or the general public to use Ryan Field or its surrounding areas, other than the general rights of use in common with all other individuals and members of the general public as expressly contemplated by this Memorandum; it being the intention of the Parties that this Memorandum shall be strictly limited to and for the purposes herein expressed, and for no other use or purpose. The City shall not record this Memorandum or any summary thereof. Provided City personnel are granted access for the purposes of this MOU.

15. Miscellaneous.

- a. This Memorandum is a legally binding agreement between the Parties, and is legally enforceable upon each Party by the other Party including, on the part of the City, through the enforcement of the penalties and remedies for violations of the Evanston Zoning Code contained in Section 6-3-10-5 of the City Code.
- b. This Memorandum may only be amended, modified or supplemented in writing signed by each Party. The Parties shall enter into such amendments to this Memorandum as may be necessary to effectuate the continued operation of Ryan Field.
- c. If any provision of this Memorandum or any word or part thereof or any application thereof is determined to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall not affect any other provision of this Memorandum, this Memorandum shall be construed as if such invalid, illegal or unenforceable part were never included herein, the remainder of this Memorandum shall be and remain valid and enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to modify this Memorandum so as to effect the original intent of the Parties as closely as possible.
- d. This Memorandum shall be exclusively governed by and construed in accordance with the laws of Illinois, excluding its choice or conflict of law principles. All disputes and claims relating to this Memorandum not resolved between the Parties shall be resolved exclusively by binding arbitration applying Illinois law and administered by an arbitrator mutually agreed upon by the Parties. The place of any such arbitration shall exclusively be Evanston, Illinois.

- e. The Parties are and shall be independent contractors and this Memorandum shall not be construed to create any relationship of partnership, joint venture or other similar relationship.
- f. Neither Party shall be liable for any failure of or delay in the performance of this Memorandum for the period that such failure or delay is due to force majeure, including, but not limited to: war, terrorism, riots, fire, flood, tornado, earthquake, lightning, pandemic, other natural events, explosion, strikes, labor disputes, acts of state or governmental action prohibiting or impeding any party from performing its respective obligations hereunder, or any other reason beyond the reasonable control of such Party.
- g. Northwestern shall indemnify, defend and hold the City harmless from and against any and all claims from third parties from personal injury or property damage arising out of its negligent actions or omissions regarding the operations of Ryan Field, except to the extent caused by the City or any other third party (other than Northwestern's contractors and agents). Northwestern shall obtain Special Event Insurance for all public facing concerts. The Special Event Insurance shall name the City as an additional insured, which insurance shall include reasonable defense costs for approved claims even if the indemnification of this Section 15(g) does not apply.
- h. This Memorandum constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, with respect thereto.
- i. This Memorandum shall equally apply to any successor or assign of any Party. No Party may assign or delegate its rights or obligations hereunder without the prior written consent of the other Party, except that Northwestern may assign or delegate any or all of this Memorandum or the rights or obligations hereunder to a wholly-owned subsidiary of Northwestern provided, however, Northwestern provide notice of any such assignment or delegation to the City; provided, further, that Northwestern shall remain responsible for all obligations pursuant to this Memorandum in the event of an assignment or delegation.
- j. This Memorandum does not confer any right, benefit or remedy upon any individual, entity or municipality that is not a Party hereto.
- k. No failure or delay in exercising any right or remedy shall be a waiver thereof. No waiver shall be effective unless in writing and signed by the party so waiving.
- l. This Memorandum may be executed in counterparts and delivered by electronic means (e.g., fax, email, docusign).

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the Effective Date.

NORTHWESTERN UNIVERSITY

By: _____
Name: _____
Its: _____

THE CITY OF EVANSTON

By: _____
Name: _____
Its: _____

SCHEDULE 1
REIMBURSEMENTS

[Note to Draft: To be determined between the City Staff and Northwestern]

SCHEDULE 2
FORM OF TMP

Attached.

SCHEDULE 3
PUBLIC BENEFITS PACKAGE

In accordance with Section 6-3-6-3 of the Evanston Zoning Ordinance, in order to provide benefits to the surrounding neighborhood and the City as a whole from the Approval Ordinances, to foster a broader relationship and strengthen a deeper connection between Northwestern and the entire Evanston community, and to help provide more opportunities for additional future collaboration and partnership between the Northwestern and the Evanston community as a whole, and assuming the passage of the Approval Ordinances, Northwestern retains its original rights therein, a new Ryan Field is rebuilt, and a legal and regulatory environment that is substantially similar as existed as of the Effective Date, Northwestern agrees to the following public benefits:

For a period of fifteen (15) years commencing in 2024:

1. Pay the City \$3,000,000 annually as a Good Neighbor Fund, to further projects of interest to the City and Northwestern, with final decision of such projects being that of the City (which may include Affordable Housing).

For the first ten (10) years, on each annual anniversary date of this Memorandum, the Good Neighbor Fund contribution will be adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve-month period ending with the month preceding such annual anniversary date, with such CPI adjustment being capped at 3% for each twelve-month period.

2. An annual investment of \$500,000 (as supported by a \$10 million gift from the Ryan family to Northwestern) in Evanston local workforce development programming and upskilling initiatives, which may include contributions to other organizations, City programs or Northwestern programs that are committed to workforce development in Evanston. The City and Northwestern shall work together to develop the local workforce development program.
3. An annual investment of \$500,000 in racial equity programming, which may include contributions to other organizations or City programs committed to racial equity.
4. Contribute at least \$1,000,000 per year in aggregate to Evanston nonprofit organizations, community groups, faith-based institutions and/or schools, which contributions shall be documented and provided to the City.
5. Enhance efforts to increase applications and admittance of Evanston high school students to Northwestern, including by establishing a fund of at least \$2,000,000 per year to award financial aid to such students.
6. Contribute at least \$250,000 annually towards the revitalization of downtown Evanston, including programs such as the “clean team,” with the goal of continuing to make the downtown business district attractive for Northwestern students and Evanston community members alike.
7. Develop a local hiring and contracting program for design and construction jobs that encourages the hiring of minority and women-owned business enterprises (“M/WBE”), with priority given to Evanston-based businesses, which program shall reasonably target at least thirty-five percent 35% M/WBE participation in the design and construction of Ryan Field. In connection with its commitment to achieve 35% M/WBE participation, Northwestern shall implement or cause to be implemented initiatives for maximizing participation in the design and construction of Ryan Field, including: developing and maintaining a project website where contractors and vendors can access all project documents and sign up to receive notifications; collaborating with local, small and minority business organizations to identify firms that may be interested in participating in the project, including, by way of example only, Rebuilding Exchange, Hire360, HACIA and the

Evanston Chamber of Commerce; hosting pre-construction job fairs; encouraging partnerships between M/WBEs and other vendors; and participating in workforce development initiatives. Northwestern shall publicize its progress towards the commitments above by providing transparent outline of efforts and reports at each major stage of the project.

8. In partnership with the Kellogg School of Management, provide marketing and advertising support during the period of construction to help local businesses (including through the Central Street Business Association) maximize the positive impact of the new stadium. Engage with the City and other business districts during the construction period to endeavor to develop a cohesive plan to leverage the additional visitors to Evanston driven by Concerts to benefit businesses across the City. Such plan may include elements such as ticket packages, meal discounts, marketing, and parking/transportation coordination.
9. Partner with the City to assist with fundraising efforts for the Guaranteed Basic Income Program.
10. Coordinate with the City to establish an internship program at the City for Northwestern students.
11. Partner with the City to evaluate and explore joint development projects in a manner that can strategically address key issues and opportunities in the City. Where impactful, make available and utilize the University's research and policy expertise to inform decision-making on key issues.

For a period of fifteen (15) years commencing in the year of completion of the newly rebuilt Ryan Field:

1. Implement a Concert ticket surcharge in the targeted amount of \$3 per ticket and coordinate with the City to remit the proceeds equitably between the two Evanston public school districts to be used for equitable purposes, and Northwestern will guarantee such proceeds of at least \$500,000 in the aggregate annually.

For the first ten (10) years, on each annual anniversary date of this Memorandum, such guaranteed proceeds from the Concert ticket surcharge will be adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve-month period ending with the month preceding such annual anniversary date, with such CPI adjustment being capped at 3% for each twelve-month period.

2. Guarantee at least \$2,500,000 in tax revenue, from liquor and amusement taxes collected directly from all events held at Ryan Field. Annually, provide the City with the difference between (a) \$2,500,000 and (b) the amount of taxes collected annually by the City from all events held at Ryan Field. In connection with the foregoing, the City shall provide Northwestern with the amount of collected taxes the previous year by January 31 and Northwestern shall pay the difference, if any, due within 60 days. Such \$2,500,000 tax guarantee is reliant on the ability of Northwestern to rebuild Ryan Field and host Concerts at Ryan Field as provided for in the Approval Ordinances without unreasonable restraints imposed by the City beyond those contained in the Approval Ordinances, provided that the amusement and liquor tax rates in effect as of the Effective Date shall not be deemed unreasonable restraints. In the event that Northwestern demonstrates that such unreasonable restraints being imposed by the City adversely effect Concerts beyond general market risk factors, then such public benefit will be reduced and/or eliminated accordingly at Northwestern's discretion. Any disputes between the Parties related to such restraints and their impact on Concerts that remain unresolved after good faith negotiations between the Parties shall then be subject to mediation.

For the first ten (10) years, on each annual anniversary date of this Memorandum, such guaranteed tax revenue from liquor and amusement taxes collected directly from all events held at Ryan Field will be

adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve-month period ending with the month preceding such annual anniversary date, with such CPI adjustment being capped at 3% for each twelve-month period.

3. Host and co-sponsor with the City an annual signature event in Evanston, contributing at least \$250,000 per year to such programming. The City shall determine the details for the signature event, which shall be coordinated with Northwestern.
4. Provide reasonable access for the public to the new open spaces from 7:00am to 9:00pm free of charge, subject to reasonable rules and regulations and closures for other purposes.
5. Use efforts to communicate with any Concert promoters to determine whether advance ticket pre-sale windows or other ticket arrangements might be made available exclusively for members of the Evanston community.
6. Coordinate community movie nights and seasonal festivals at dates and times informed by public input, free of entry charge.
7. Coordinate with the City to facilitate the installation of a local, Evanston-focused mural on the southeast façade of the rebuilt Ryan Field which may include Evanston-focused promotion, text and/or names.

For the avoidance of doubt, none of the above eighteen (18) public benefits shall be binding, enforceable or paid unless the Approval Ordinances are passed, Northwestern retains its original rights therein, a new Ryan Field is rebuilt, and the legal and regulatory environment is substantially similar as existed as of the Effective Date.

However, if the Approval Ordinances are passed but Northwestern decides not to rebuild a new Ryan Field, Northwestern agrees to the following single public benefit (which shall not be deemed a tax or payment in lieu thereof):

For a period of ten (10) years commencing in 2024:

1. Pay the City \$3,000,000 annually as a Good Neighbor Fund, to further projects of interest to the City and Northwestern, with final decision of such projects being that of the City (which may include Affordable Housing).

On each annual anniversary date of this Memorandum, the Good Neighbor Fund contribution will be adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve-month period ending with the month preceding such annual anniversary date, with such CPI adjustment being capped at 3% for each twelve-month period.